

Exhibit A

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FIELDWOOD ENERGY LLC vs. SANARE ENERGY PARTNERS LLC

11/9/2020

Cause: 202039647 CDI: 7 Court: 270

APPEALS

No Appeals found.

COST STATMENTS

No Cost Statments found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

SUMMARY

CASE DETAILS

File Date 7/6/2020
Case (Cause) Location Civil Intake 1st Floor
Case (Cause) Status Ready Docket
Case (Cause) Type SWORN ACCOUNT
Next/Last Setting Date 7/19/2021
Jury Fee Paid Date 7/6/2020

CURRENT PRESIDING JUDGE

Court 270th
Address 201 CAROLINE (Floor: 13)
 HOUSTON, TX 77002
 Phone:7133686400
JudgeName DEDRA DAVIS
Court Type Civil

ACTIVE PARTIES

Name	Type	Post Jdgm	Attorney
FIELDWOOD ENERGY LLC	PLAINTIFF - CIVIL		PADDOCK, ROBERT LAWTON
SANARE ENERGY PARTNERS LLC	DEFENDANT - CIVIL		HOWELL, RICHARD ANDREW
FIELDWOOD SD OFFSHORE LLC	PLAINTIFF - CIVIL		PADDOCK, ROBERT LAWTON
FIELDWOOD ENERGY OFFSHORE LLC	PLAINTIFF - CIVIL		PADDOCK, ROBERT LAWTON
SANARE ENERGY PARTNERS LLC (DELAWARE LIMITED LIABILITY COMPANY) MAY BE	REGISTERED AGENT		

INACTIVE PARTIES

No inactive parties found.

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgm	Pgs Volume /Page	Filing Attorney	Person Filing
8/4/2020	DOCKET CONTROL/PRETRIAL ORDER SIGNED	8/4/2020		4		
8/3/2020	DESIGNATED TRIAL READY			0		
7/20/2020	ANSWER ORIGINAL PETITION			0	HOWELL, RICHARD ANDREW	SANARE ENERGY PARTNERS LLC
7/6/2020	ORIGINAL PETITION			0	PADDOCK, ROBERT LAWTON	FIELDWOOD SD OFFSHORE LLC
7/6/2020	ORIGINAL PETITION			0	PADDOCK, ROBERT LAWTON	FIELDWOOD ENERGY OFFSHORE LLC
7/6/2020	ORIGINAL PETITION			0	PADDOCK, ROBERT LAWTON	FIELDWOOD ENERGY LLC
7/6/2020	JURY FEE PAID (TRCP 216)			0		

SETTINGS

Date	Court Post Jdgm	Docket Type	Reason	Results	Comments	Requesting Party
7/19/2021 09:00 AM	270	Trial Coordinators Docket	DOCKET CALL			
8/02/2021 12:00 AM	270	Trial Setting	Trial on Merits			

SERVICES

Type	Status	Instrument	Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	SANARE ENERGY PARTNERS LLC (DELAWARE LIMITED LIABILITY COMPANY) MAY BE	7/6/2020					73765645	E-MAIL
			251 LITTLE FALLS DRIVE WILMINGTON DE 19808							
CITATION (NON-RESIDENT)	SERVICE RETURN/EXECUTED	ORIGINAL PETITION	SANARE ENERGY PARTNERS LLC (DELAWARE LIMITED LIABILITY COMPANY) MAY BE	7/6/2020	7/9/2020	7/10/2020			73765648	E-MAIL
			251 LITTLE FALLS DRIVE WILMINGTON DE 19808							

Notices

Notice Date	Activity Date	Description	Connection To Case	Name	Address	Phone
8/6/2020	8/4/2020		0	HOWELL, RICHARD ANDREW	1401 MCKINNEY S, HOUSTON, TX 77010	713-752-4531
8/6/2020	8/4/2020		0	PADDOCK, ROBERT LAWTON	2229 SAN FELIPE, HOUSTON, TX 77019	713-546-2447

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
91590584	DOCKET CONTROL/PRETRIAL ORDER SIGNED		08/04/2020	4
91363703	Sanare Energy Partners LLC's Answer To Plaintiff's Original Petition		07/20/2020	2
91256636	Return of Service-Sanare Energy Partners LLC		07/10/2020	3
91172269	Plaintiffs' Original Petition		07/06/2020	9
	Plaintiffs' Original Petition		07/06/2020	
-> 91172270	Request for Issuance of Service		07/06/2020	1
	Request for Issuance of Service		07/06/2020	
91172269	Plaintiffs' Original Petition		07/06/2020	9
-> 91172270	Request for Issuance of Service		07/06/2020	1

Exhibit A-1

7/3/2020 2:48 PM
Marilyn Burgess - District Clerk Harris County
Envelope No. 44247304
By: Brittany Hall
Filed: 7/6/2020 12:00 AM

CAUSE NO. 202039647

FIELDWOOD ENERGY, LLC	§	IN THE DISTRICT COURT
FIELDWOOD SD OFFSHORE, LLC &	§	
FILEDWOOD ENERGY OFFSHORE, LLC	§	
	§	
V.	§	OF HARRIS COUNTY, TEXAS
	§	
SANARE ENERGY PARTNERS, LLC	§	270 th JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

Comes now Plaintiffs Fieldwood Energy LLC, Fieldwood SD Offshore LLC, and Fieldwood Energy Offshore LLC and files this petition against Sanare Energy Partners:

I. Discovery Control Plan and Claim for Relief

1. Plaintiffs intends to conduct discovery under Level Two of Texas Rule of Civil Procedure 190.3.

2. In accordance with Texas Rules of Civil Procedure 47, Plaintiff seeks recovery of actual damages of over \$200,000 but less than \$1,000,000 and all other relief to which it shows itself entitled.

II. Parties

3. Plaintiff Fieldwood Energy LLC ("Fieldwood Energy") is a Delaware limited liability company with its principal place of business in Harris County, Texas. Fieldwood Energy is registered to do business in Texas.

4. Plaintiff Fieldwood SD Offshore LLC ("Fieldwood SD") is a Delaware limited liability company with its principal place of business in Harris County, Texas. Fieldwood SD is registered to do business in Texas.

5. Plaintiff Fieldwood Energy Offshore LLC (“Fieldwood Offshore”) is a Delaware limited liability company with its principal place of business in Harris County, Texas. Fieldwood Offshore is registered to do business in Texas.

6. Defendant Sanare Energy Partners, LLC (“Sanare” or “Defendant”) is a Delaware limited liability company having its primary office at 11 Greenway Plaza, Suite 2800, Houston, Texas 77046. Sanare may be served via its registered agent Corporation Services Company 251 Little Falls Drive, Wilmington, Delaware 19808 or wherever they may be found.

III. Jurisdiction and Venue

7. This Court has subject matter jurisdiction over this dispute because the amount in controversy exceeds the jurisdictional limits of this Court.

8. Defendant is subject to the personal jurisdiction of this Court because Defendant’s principal place of business is in Harris County.

9. Venue is proper in Harris County pursuant to §§15.002(a)(3) and 15.005 of the Texas Civil Practices and Remedies Code.

IV. Background Facts

A. Overriding royalty interests

10. Through a series of transactions and assignments, Fieldwood Energy acquired overriding royalty interests (the “ORRIs”) in the production associated with several offshore leases that are now operated by Sanare. Specifically, Fieldwood owns overriding royalty interests with respect to the following leases operated by Sanare:

- (i) Area Block: Mississippi Canyon 21

- | | | |
|-------|--------------|--|
| | Lease ID: | OCS-G 15459 |
| | Dated: | 7/1/1995 |
| | Lessor: | United States of America |
| | Lessee: | Union Oil Company of California |
| | Description: | All of Block 21, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10. |
| (ii) | Area Block: | Eugene Island Area 246 |
| | Lease ID: | OCS 0810 |
| | Dated: | 5/1/1960 |
| | Lessor: | United States of America |
| | Lessee: | Continental Oil Company, et. al. |
| | Description: | All of Block 246, Eugene Island Area |
| (iii) | Area Block: | Main Pass 64 |
| | Lease ID: | OCS-G 4909 |
| | Dated: | 12/1/1981 |
| | Lessor: | United States of America |
| | Lessee: | Howell Petroleum Corporation |
| | Description: | First portion of Block 64, Main Pass Area, which is more than three geographical miles seaward from the line described in the Supplemental Decree of the US Supreme Court, June 16, 1975 (United States v. Louisiana, 422 U.S. 13), being 4,988.25 acres, more or less |
| (iv) | Area Block: | Mississippi Canyon 65 |
| | Lease ID: | OCS-G 21742 |
| | Dated: | 6/1/2000 |
| | Lessor: | United States of America |
| | Lessee: | BP Exploration & Oil, Inc. |
| | Description: | All of Block 65, Mississippi Canyon) |

B. Joint Operating Agreement – Block 229

11. Fieldwood Offshore and Sanare are successors and/or assignees to the signatory parties to that certain Joint Operating Agreement effective August 15, 2008 covering OCS-G 27070 E1/2, E1/2 W1/2 of Vermilion Block 229 offshore Louisiana (the “Block 229 JOA”). Fieldwood is the operator under the Block 229 JOA and Sanare is a

working interest owner under the Block 229 JOA. As the operator, Fieldwood incurred operating costs that are then billed to the working interest owners such as Sanare. Sanare is obligated to pay its proportionate share of the costs under the Block 229 JOA.

C. Offshore Joint Operating Agreement – Block 252

12. Fieldwood Offshore and Sanare are the successors and/or assignees to the signatory parties to that certain Offshore Operating Agreement dated March 30, 2009 covering Block 252, Ship Shoal Area, South Addition OCS-G 01529 (the “Block 252 JOA”). Fieldwood is the operator under the Block 252 JOA and Sanare is a working interest owner under the Block 252 JOA. As the operator, Fieldwood incurred operating costs that are then billed to the working interest owners such as Sanare. Sanare is obligated to pay its proportionate share of the costs under the Block 252 JOA.

D. Lease of Platform Space Agreement

13. Fieldwood Energy and Sanare are the successors and/or assignees to the signatory parties to that certain Lease of Platform Space Agreement (“LOPS Agreement”). Fieldwood is the owner and operator of the SP89 “B” Platform on SP Block “B”, OCS-01618 Federal Offshore, Outer Continental Shelf, Offshore Louisiana. Sanare is the owner and operator of SP 86 “C”, OCS-G 05687 Federal Offshore, Outer Continental Shelf, Offshore Louisiana. Under the LOPS Agreement, Fieldwood, as lessor, leased a portion of the platform located at SP 89 “B” to Sanare, as lessee, for the sole purpose of the installation of interconnection piping and a buy back meter at Apache’s SP89 “B” platform. The LOPS Agreement obligated Sanare to pay a monthly Platform Space Usage Fee as well as any applicable Downtime Fee, as described in the LOPS Agreement.

E. Production Handling Agreement

14. Fieldwood Offshore and Sanare are successors and/or assignees to the signatory parties to that certain Production Handling Agreement (“PHA”) with an effective date of September 1, 2004. Fieldwood is the operator of the South Marsh Island 40”JA” Platform, referred to in the PHA as the “Host Facility”. Sanare is the operator of the Satellite Wells, as defined in the PHA. Under the PHA, Sanare, as Producer, produces hydrocarbons from the Satellite Wells and transports such production to the Host Facility. Fieldwood, as the Platform Owner, as defined in the PHA, handles and processes production from the Satellite Wells at the Host Facility. Under the PHA, Sanare agreed to pay Fieldwood certain production handling fees and other costs described therein.

F. Grand Chenier Separation Facility Operating Agreement

15. Fieldwood Energy and Sanare are successors and/or assignees to the signatory parties to that certain Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana (“Grand Chenier OA”) between Continental Oil Company, The Atlantic Refining Company, Tidewater Oil Company, Cities Service Production Company, Socony Mobil Oil Company, Inc. and Newmont Oil Company with an operative date of January 17, 1963. Fieldwood is the operator under the Gran Chenier OA and Sanare is a non-operator under that agreement. The Gran Chenier OA obligates Sanare to pay Fieldwood certain fees for operation of the separation facility as defined therein.

G. Operation and Administrative Management Agreement

16. Fieldwood SD and Sanare are successors and/or assignees to the signatory parties to that certain Operating and Administrative Management Agreement dated June 1, 2009 ("OAMA"). Fieldwood is the operator and Sanare is one of the Owners or HIPS Owners under the terms of the OAMA. HIPS Owners, including Sanare, own undivided interests in certain pipeline segments of the High Island Pipeline System (defined in the OAMA as the "System"). The HIPS Owners, including Sanare, retained Fieldwood, as Operator, to perform the physical operations, maintenance, and repair of the System as well as the management and administrative funds for the System as set forth in the OAMA. In exchange for the services provided by the Operator, the HIPS Owners, including Sanare, agreed to pay Operator fees related to the provision of services under the OAMA.

H. Venice Dehydration Station Operation and Maintenance Agreement

17. Fieldwood Energy and Sanare are successors and/or assignees to the signatory parties to that certain Venice Dehydration Station Operation and Maintenance Agreement between Marathon Oil Company, The Louisiana Land & Exploration Company, Amerada Hess Corporation, Phillips Petroleum Company and OKS Limited Partnership with an effective date of September 26, 1982 ("Venice OMA"). The Venice Dehydration Station in Plaquemines Parish, Louisiana is a gas processing facility designed for the purpose of processing natural gas to a merchantable condition. Fieldwood is the operator of the Venice Dehydration Station under the Venice OMA and provides for the use of the station to Sanare and any other parties to the Venice OMA.

The Venice OMA obligates Sanare to pay fees and expenses to Fieldwood as described therein.

V. Causes of Action

A. Breach of Contract No. 1 – Failure to Pay Costs and Fees

18. The Grand Cheneir OA, OAMA, Block 252 JOA, PHA, LOPS Agreement, Venice OMA and Block 229 JOA (collectively the “Contracts”) are all valid and enforceable contracts between the Plaintiffs, as referenced above, and Sanare. Each of the Contracts obligates Sanare to pay certain fees and costs. Sanare has breached each of the Contracts by failing to pay the fees and costs as outlined in each of the Contracts. Plaintiffs have suffered economic damages as a result of Sanare’s breaches of the Contracts. Cumulatively, and at a minimum, Sanare has failed to pay Plaintiffs \$501,488 under the respective Contracts.

B. Breach of Contract No. 2 – Failure to pay ORRIs:

19. Fieldwood Energy owns ORRIs in the production associated with the leases described in section IV.A. above. The ORRIs are valid and enforceable agreements. As the operator of the properties described herein, Sanare was obligated to pay Fieldwood Energy its proportionate share of the ORRIs. Beginning in August 2019, Sanare stopped regularly paying Fieldwood the amounts associated with the ORRIs. Sanare’s failure to pay the ORRIs constitute a breach contract. Fieldwood Energy has been damaged as a result of Sanare’s breach. Fieldwood Energy’s damages for such breaches are within the jurisdictional limits of this court.

VI. Costs and Attorney Fees

Plaintiffs hereby request the Court award Plaintiffs all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiffs herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and/or the Texas Supreme Court, as the Court deems equitable and just pursuant to all applicable law.

VII. Jury Demand

20. Plaintiffs demand their right to trial by jury and will tender the appropriate fee.

VIII. Conditions Precedent

21. Pursuant to Texas Rule of Civil Procedure 54, all conditions precedent have been performed or have occurred.

IX. Request for Disclosure

22. Pursuant to Texas Rules of Civil Procedure 194, Plaintiffs make this Request for Disclosure on Defendant, hereby requesting Defendant to disclose, within 50 days of service of this request, the information and material described in Rule 194.2 of the Texas Rules of Civil Procedure.

Conclusion and Prayer

WHEREFORE PREMISES CONSIDERED, Plaintiffs pray for judgment be entered against Defendant for all actual damages, costs, attorney fees and all other relief allowed under applicable law.

Respectfully submitted,

BUCK KEENAN LLP

By: /s/Robert L. Paddock
ROBERT L. PADDOCK
State Bar No. 24002723
E. F. MANO DEAYALA
State Bar No.00785946
2229 San Felipe, Suite 1000
Houston, Texas 77019
(713) 225-4500 (main)
(713) 546-2447 (direct)
(713) 225-3719 – Facsimile
rpaddock@buckkeenan.com
deayala@buckkeenan.com

ATTORNEYS FOR PLAINTIFFS
FIELDWOOD ENERGY, LLC, FIELDWOOD
SD OFFSHORE LLC, AND FIELDWOOD
ENERGY OFFSHORE LLC

Exhibit A-2

CAUSE NO. 202039647

7/10/2020 1:04 PM
Marilyn Burgess - District Clerk Harris County
Envelope No. 44422773
By: Charlie Keys
Filed: 7/10/2020 1:04 PM

COPY OF PLEADING PROVIDED BY PLT

RECEIPT No: 906162
TRACKING #: 73765648

Plaintiff: FIELDWOOD ENERGY LLC

In The 270th
Judicial District Court of
Harris County, Texas

vs.

Defendant: SANARE ENERGY PARTNERS LLC

Houston, Texas

CITATION – NON RESIDENT

THE STATE OF TEXAS
County of Harris

**To: SANARE ENERGY PARTNERS LLC (DELAWARE LIMITED LIABILITY COMPANY) MAY
BE SERVED BY SERVING ITS REGISTERED AGENT CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON DE 19808
OR WHEREVER THEY MAY BE FOUND**

Attached is a copy of: PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on 7/6/2020 12:00:00 AM, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration date of 20 days after you were served this citation and petition, a default judgment may be taken against you.

This citation was issued on July 9, 2020, under my hand and seal of said court.

Issued at the request of:
PADDOCK, ROBERT LAWTON
2229 SAN FELIPE, STE. 1000
HOUSTON, TX 77019-4499
713-546-2447



Marilyn Burgess

Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston Texas 77002
(PO Box 4651, Houston, Texas 77210)

Bar Number: 24002723

Generated By: BRITTANY HALL

Tracking Number: 73765648

CAUSE NUMBER: 202039647

PLAINTIFF: FIELDWOOD ENERGY LLC

vs.

DEFENDANT: SANARE ENERGY PARTNERS LLC

In the 270th

Judicial District Court of

Harris County, Texas

OFFICER - AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock _____. M. On the _____ day of _____, 20_____.
Executed at

(Address) _____
_____ in _____ County at _____ o'clock _____. M. On the _____ day of
_____, 20_____, by

Delivering to _____ defendant, in person, a true copy of this
Citation together with the accompanying _____ copy (ies) of the _____. Petition
attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____,
20__.

Fees \$ _____

Affiant

By _____
Deputy

On this day, _____, known to me to be the person whose
signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that
this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, On this _____ day of _____,
20__.

Notary Public

CAUSE NO. 2020-39647

FIELDWOOD ENERGY LLC, ET AL
PLAINTIFF

VS.

SANARE ENERGY PARTNERS LLC
DEFENDANT

§
§
§
§
§
§
§
§
§

IN THE 270th District Court

HARRIS COUNTY, TX

RETURN OF SERVICE

ON Thursday, July 9, 2020 AT 2:51 PM

CITATION, PLAINTIFF'S ORIGINAL PETITION for service on SANARE ENERGY PARTNERS LLC (DELAWARE LIMITED LIABILITY COMPANY) C/O REGISTERED AGENT CORPORATION SERVICE COMPANY came to hand.

ON Friday, July 10, 2020 AT 12:25 PM, I, John A. Garber, PERSONALLY DELIVERED THE ABOVE-NAMED DOCUMENTS TO: SANARE ENERGY PARTNERS LLC (DELAWARE LIMITED LIABILITY COMPANY) C/O REGISTERED AGENT CORPORATION SERVICE COMPANY , by delivering to Lynanne Gares, 251 LITTLE FALLS DR, WILMINGTON, NEW CASTLE COUNTY, DE 19808

My name is John A. Garber. My address is 230 N. MARKET ST, WILMINGTON, DE 19801. My date of birth is 4/17/1949. I am in all ways competent to make this statement, and this statement is based on personal knowledge. I am not a party to this case and have no interest in its outcome. I declare under penalty of perjury that the foregoing is true and correct.

Executed in NEW CASTLE COUNTY, DE on Friday, July 10, 2020 AT 12:25 PM.

/S/ John A. Garber

Fieldwood-Sanare Energy

Doc ID: 274512_1

Exhibit A-3

CAUSE NO. 2020-39647

FIELDWOOD ENERGY, LLC	§	IN THE DISTRICT COURT OF
FIELDWOOD SD OFFSHORE, LLC &	§	
FIELDWOOD ENERGY OFFSHORE, LLC	§	
	§	
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
SANARE ENERGY PARTNERS, LLC ,	§	
	§	
	§	270TH JUDICIAL DISTRICT

SANARE ENERGY PARTNERS, LLC'S ANSWER TO PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE DISTRICT COURT:

Defendant Sanare Energy Partners, LLC ("Sanare Energy") answers Plaintiffs Fieldwood Energy, LLC, Fieldwood SD Offshore, LLC, & Fieldwood Energy Offshore, LLC's (collectively, "Fieldwood" or "Plaintiffs") Original Petition as follows:

I. GENERAL DENIAL

1.1. Sanare Energy generally denies all allegations in Plaintiffs' Original Petition and any amendments and supplements thereto pursuant to Texas Rule of Civil Procedure 92 and demand strict proof of Plaintiffs' claims, as required by the Texas Constitution and Texas law.

II. AFFIRMATIVE DEFENSES

2.1. Without waiving any of its rights under the Texas Rules of Civil Procedure, Sanare Energy asserts the following affirmative defenses and other defensive matters.

- a. Plaintiffs' claims are limited or barred by the terms of the parties' agreements.
- b. Plaintiffs have failed to mitigate their alleged damages.

III. PRAYER

3.1. Sanare Energy respectfully requests that Plaintiffs take nothing from it in this action and that the Court grant all relief to which Sanare Energy is entitled.

Respectfully submitted,

JACKSON WALKER L.L.P.

BY: /s/ Richard A. Howell

Richard A. Howell
Texas Bar No.: 24056674
Harris J. Huguenard
Texas Bar No.: 24099615
1401 McKinney, Suite 1900
Houston, Texas 77010
(713) 752-4200 (Telephone)
(713) 752-4221 (Facsimile)
Email: rahowell@jw.com
Email: hhuguenard@jw.com

**ATTORNEYS FOR SANARE ENERGY
PARTNERS, LLC**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served electronically on all counsel of record through the court's filing system on July 20, 2020.

/s/ Richard A. Howell
Richard A. Howell

Exhibit A-4

CAUSE NO. 2020-39647

FIELDWOOD ENERGY, LLC	§	IN THE DISTRICT COURT OF
FIELDWOOD SD OFFSHORE, LLC &	§	
FIELDWOOD ENERGY OFFSHORE, LLC	§	
	§	
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
	§	
SANARE ENERGY PARTNERS, LLC	§	270 TH JUDICIAL DISTRICT

**SANARE ENERGY PARTNERS, LLC'S RESPONSES TO PLAINTIFF'S
REQUEST FOR DISCLOSURE**

TO: Plaintiffs by and through their attorneys of record, Robert L. Paddock, *Buck Keenan LLP*, 2229 San Felipe, Suite 1000 Houston, Texas 77019.

Defendant Sanare Energy Partners, LLC ("Sanare Energy"), serves its Responses to Plaintiff's Request for Disclosure as follows:

A. The correct names of the parties to the lawsuit;

RESPONSE: Sanare Energy believes that the parties are correctly named.

B. The name, address, and telephone number of any potential parties;

RESPONSE: Sanare Energy is not aware of any potential parties at this time. This case is only beginning and no discovery has been conducted. Accordingly, Sanare Energy reserves the right to amend this response.

C. The legal theories and, in general, the factual bases of the responding party's claims or defenses;

RESPONSE: Sanare Energy incorporates its Answer to Plaintiffs' Original Petition as if fully set forth herein.

D. The amount and method of calculating economic damages;

RESPONSE: Not applicable.

E. The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;

RESPONSE: Charles Rougeau, President, and employees of Sanare Energy Partners, LLC, Defendant, all of whom may be contacted through its counsel. Sanare Energy reserves the right to amend this response.

F. For any testifying expert:

1. the expert's name, address and telephone number;
2. the subject matter on which the expert will testify;
3. the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, of if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
4. if the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - a. produce all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by for the expert in anticipation of the expert's testimony; and
 - b. produce the expert's current resume and bibliography;

RESPONSE: Sanare Energy has not designated any testifying expert witnesses at this time. Sanare Energy reserves the right to amend this response and to designate expert witnesses pursuant to the Texas Rules of Civil Procedure and the court's docket control order.

G. Any indemnity and insuring agreements described in Rule 192.3(f);

RESPONSE: None.

H. Any settlement agreements described in Rule 192.3(g);

RESPONSE: None.

I. Any witness statements described in Rule 192.3(h);

RESPONSE: None.

J. The name, address, and telephone number of any entity or person who may be designated as a responsible third party

RESPONSE: None.

Respectfully submitted,

JACKSON WALKER L.L.P.

BY: /s/ Richard A. Howell

Richard A. Howell

Texas Bar No.: 24056674

Harris J. Huguenard

Texas Bar No.: 24099615

1401 McKinney, Suite 1900

Houston, Texas 77010

(713) 752-4200 (Telephone)

(713) 752-4221 (Facsimile)

Email: rahowell@jw.com

Email: hhuguenard@jw.com

**ATTORNEYS FOR SANARE ENERGY
PARTNERS, LLC**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served electronically on all counsel of record through the court's filing system on August 3, 2020.

/s/ Richard A. Howell

Richard A. Howell

Exhibit A-5

CAUSE NO. 2020-39647

FIELDWOOD ENERGY, LLC	§	IN THE DISTRICT COURT OF
FIELDWOOD SD OFFSHORE, LLC &	§	
FIELDWOOD ENERGY OFFSHORE, LLC	§	
	§	
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
	§	
	§	
SANARE ENERGY PARTNERS, LLC	§	270 TH JUDICIAL DISTRICT

**SANARE ENERGY PARTNERS, LLC'S RESPONSES TO PLAINTIFF'S
REQUEST FOR DISCLOSURE**

TO: Plaintiffs by and through their attorneys of record, Robert L. Paddock, *Buck Keenan LLP*, 2229 San Felipe, Suite 1000 Houston, Texas 77019.

Defendant Sanare Energy Partners, LLC ("Sanare Energy"), serves its Responses to Plaintiff's Request for Disclosure as follows:

A. The correct names of the parties to the lawsuit;

RESPONSE: Sanare Energy believes that the parties are correctly named.

B. The name, address, and telephone number of any potential parties;

RESPONSE: Sanare Energy is not aware of any potential parties at this time. This case is only beginning and no discovery has been conducted. Accordingly, Sanare Energy reserves the right to amend this response.

C. The legal theories and, in general, the factual bases of the responding party's claims or defenses;

RESPONSE: Sanare Energy incorporates its Answer to Plaintiffs' Original Petition as if fully set forth herein.

D. The amount and method of calculating economic damages;

RESPONSE: Not applicable.

E. The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;

RESPONSE: Charles Rougeau, President, and employees of Sanare Energy Partners, LLC, Defendant, all of whom may be contacted through its counsel. Sanare Energy reserves the right to amend this response.

F. For any testifying expert:

1. the expert's name, address and telephone number;
2. the subject matter on which the expert will testify;
3. the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, of if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
4. if the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - a. produce all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by for the expert in anticipation of the expert's testimony; and
 - b. produce the expert's current resume and bibliography;

RESPONSE: Sanare Energy has not designated any testifying expert witnesses at this time. Sanare Energy reserves the right to amend this response and to designate expert witnesses pursuant to the Texas Rules of Civil Procedure and the court's docket control order.

G. Any indemnity and insuring agreements described in Rule 192.3(f);

RESPONSE: None.

H. Any settlement agreements described in Rule 192.3(g);

RESPONSE: None.

I. Any witness statements described in Rule 192.3(h);

RESPONSE: None.

J. The name, address, and telephone number of any entity or person who may be designated as a responsible third party

RESPONSE: None.

Respectfully submitted,

JACKSON WALKER L.L.P.

BY: /s/ Richard A. Howell

Richard A. Howell

Texas Bar No.: 24056674

Harris J. Huguenard

Texas Bar No.: 24099615

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Houston, Texas 77010

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**ATTORNEYS FOR SANARE ENERGY
PARTNERS, LLC**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served electronically on all counsel of record through the court's filing system on September 11, 2020.

/s/ Richard A. Howell

Richard A. Howell

Exhibit A-6

FIELDWOOD ENERGY LLC	*	IN THE DISTRICT COURT OF	DCORX
vs.	*	HARRIS COUNTY, TEXAS	Pgs-4
SANARE ENERGY PARTNERS LLC	*	270th JUDICIAL DISTRICT	DCORX
	*		

SCHEDULING AND DOCKET CONTROL ORDER

The Court enters the following Order to control the schedule of this case. Unless otherwise specified, the following items must be completed by the dates listed below. If no date is listed, the item is governed by the Texas Rules of Civil Procedure.

1. **5/3/2021** **JOINDER.** All parties must be added and served, whether by amendment or third-party practice. The party causing the joinder must provide a copy of this Scheduling and Docket Control Order at the time of service to the joined party.
2. **EXPERT WITNESS DESIGNATION.** Parties must designate expert witnesses and furnish the information set forth under Rule 194.2(f) as follows:
 - (a) Experts for parties seeking affirmative relief.
 - (b) All other experts.
3. **7/19/2021** **MEDIATION.** Parties must complete mediation. The parties' failure to mediate will not be grounds for continuance of trial.
4. **DISCOVERY.** Parties must complete all discovery. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period so that the deadline for responding will be within the discovery period.
5. **DISPOSITIVE MOTIONS.** Parties must set for hearing all motions or pleas, that if granted by the Court would dispose of all or part of the case, as follows:
 - (a) **7/2/2021** No-evidence motions for summary judgment may only be heard after this date.
 - (b) **6/2/2021** All dispositive motions or pleas must be heard.
6. **CHALLENGES TO EXPERT TESTIMONY.** All motions to exclude expert testimony must be heard. This Order does not include exclusion based on Rule 193.6.
7. **7/2/2021** **PLEADINGS.** Parties must file all amendments and supplements to pleadings. This Order does not preclude the prompt filing of pleadings directly responsive to any timely filed pleadings.
8. **7/19/2021** **DOCKET CALL.** Parties must be prepared to discuss all aspects of trial with the Court at TIME: 09:00 AM. Failure to appear will be grounds for dismissal for want of prosecution.
9. **8/2/2021** **TRIAL.** This case is set for trial on this date. If not assigned by the second Friday following this date, the case will be reset.

SIGNED Signed: 8/4/2020



ROBERT LAWTON PADDOCK
2229 SAN FELIPE, STE. 1000
HOUSTON, TX 77019

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DEDRA DAVIS
JUDGE, 270TH DISTRICT COURT
Date Generated: 8/4/2020

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